



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving One-Year Extension of Fiscal Year 2009/10 Curb, Gutter and Sidewalk Replacement Contract with Jeff Case Construction Company, of Galt, for Fiscal Year 2010/11 (\$46,570)

**MEETING DATE:** June 16, 2010

**PREPARED BY:** Public Works Director

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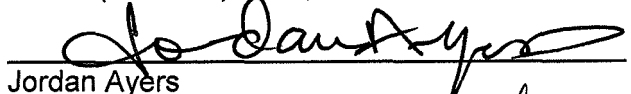
**RECOMMENDED ACTION:** Adopt a resolution approving a one-year extension of Fiscal Year 2009/10 Annual Curb, Gutter and Sidewalk Replacement contract with Jeff Case Construction Company, of Galt, for Fiscal Year 2010/11 in the amount of \$46,570.


**BACKGROUND INFORMATION:** The Annual Curb, Gutter and Sidewalk Replacement Contract is administered by the Streets and Drainage Division. This contract provides for the replacement of damaged sidewalk at various locations as guided by the Sidewalk Replacement Program and sidewalk inventory.

Jeff Case Construction Company is currently under contract to perform the above-referenced services. Section 6-04.03 of the contract allows that "by mutual agreement, the City and Contractor may enter into an agreement for an annual extension of this contract based upon the same terms and conditions set forth herein." Jeff Case Construction Company has agreed to honor the prices from the FY 2009/10 contract with no increase for FY 2010/11. Jeff Case Construction Company has provided excellent service and produced a high-quality product under the existing contract.

**FISCAL IMPACT:** This contract reduces the potential for trip and fall claims resulting from damaged or offset sidewalk panels.

**FUNDING AVAILABLE:** Fiscal Year 2010/11 Transportation Development Act Bicycle and Pedestrian Funds (1241014): \$46,570

  
Jordan Ayers  
Deputy City Manager/Internal Services Manager

  
F. Wally Sandelin  
Public Works Director

Prepared by Curtis Juran, Streets and Drainage Superintendent  
FWS/CJ/dsg  
Attachment  
cc: Curtis Juran, Streets and Drainage Superintendent

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**APPROVED:**

  
Konrad Bartlam, Interim City Manager

CONTRACT EXTENSION AGREEMENT

2009/2010 CURB, GUTTER, AND SIDEWALK REPLACEMENT  
ANNUAL CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 1<sup>st</sup> day of July, 2010, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner". and JEFF CASE CONSTRUCTION COMPANY, hereinafter called "Contractor."

W I T N E S S E T H :

CONTRACT: Contractor and Owner, entered into the 2009/2010 Curb, Gutter, and Sidewalk Replacement Annual Contract on July 1, 2009, providing that the contract could be extended by mutual agreement of the parties.

2. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing immediately and terminating June 30, 2011. The Contract may be extended by mutual agreement of the parties, and with City Council approval, for an additional term as specified. All other terms and conditions will remain as set forth in the 2009/2010 Curb, Gutter, and Sidewalk Replacement Annual Contract, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on \_\_\_\_\_, 2010.

CITY OF LODI, a municipal corporation  
hereinabove called "Owner"

JEFF CASE CONSTRUCTION COMPANY  
hereinabove called "Contractor"

\_\_\_\_\_  
KONRADT BARTLAM, Interim City Manager

\_\_\_\_\_  
JEFF CASE, Owner

Attest:

\_\_\_\_\_  
RANDI JOHL, City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH, Deputy City Attorney

2009/2010 CURB, GUTTER, and SIDEWALK REPLACEMENT  
ANNUAL CONTRACT

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and JEFF CASE CONSTRUCTION COMPANY, herein referred to as the "Contractor."

WITNESSETH:

That the parties *hereto* have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract

The July 1992 Edition,  
Standard Specifications,  
State of California,  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other *is* to be executed the same as if mentioned in **all** said documents,

**ARTICLE I** - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

**ARTICLE II** - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform ~~to~~ the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - **And** the Contractor agrees to receive and accept the following prices as full Compensation for furnishing **all** materials and for doing all the **work contemplated and** embraced in this agreement; also for **all loss or damage** arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which **may** arise or **be** encountered in the prosecution of the work until **its** acceptance by the City, and for all risks of **every** description connected with the work; **also for all expenses** incurred by **or in consequence** of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Resident Engineer under them, to-wit:

Perform the work necessary to remove and replace curb, gutter and sidewalk in various locations throughout the City and other **incidental** and related work, **all** as shown on the plans and specifications for the above project. This is an annual unit price bid and the work will be divided into purchase orders which will usually range in price between \$500 and \$20,000, all as shown on the plans and specifications for "2009/2010 Sidewalk Repair Program and Miscellaneous Concrete Work".

# BID ITEMS

Item	Description	Qty	Unit	Price	Total
1	Saw Cut Concrete	50	LF	\$ 4.95	\$ 247.50
2	Remove Sidewalk or Asphalt Concrete	50	SF	4.50	225.00
3	Remove Commercial Sidewalk	0	SF	10.00	
4	Remove Square-Type Curb and Gutter	0	LF	15.00	
5	Remove Vertical-Type Curb and Gutter	0	LF	15.00	
6	Remove Driveway-Type Curb and Gutter	0	LF	15.00	
7	Remove Commercial-Type Curb and Gutter	0	LF	20.00	
8	Root Surgery Under Sidewalk or in Planter Area	0	EA	400.00	
9	Root Surgery Under Curb and Gutter	0	EA	500.00	
10	Install Sidewalk or Residential Driveway (0 - 75 SF)	1500	SF	9.50	14,250.00
11	Install Sidewalk or Residential Driveway (76 - 300 SF)	1500	SF	5.75	8,625.00
12	Install Sidewalk or Residential Driveway (>300 SF)	3025	SF	5.00	15,125.00
13	Install Commercial Driveway	250	SF	10.00	2,500.00

Item	Description	Qty	Unit	Price	Total
14	Install Square-Type Curb and Gutter 7-inch or less (0 - 20 LF)	20	LF	\$ 30.00	\$ 600.00
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	20	LF	25.00	500.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	20	LF	30.00	600.00
17	Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	20	LF	25.00	500.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	20	LF	30.00	600.00
19	Install Vertical-Type Curb and Gutter (>20 LF)	20	LF	25.00	500.00
20	install Driveway-Type Curb and Gutter (0 - 20 LF)	20	LF	30.00	600.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	20	LF	25.00	500.00
22	install Tree Well	1	EA	350.00	358.00
23	install Furnished Side-Inlet Catch Basin Assembly	0	EA	700.00	
24	Install Catch Basin Barrel	0	EA	1,200.00	
25	install Furnished Street Name Sign Base	1	LF	200.00	200.00
26	Miscellaneous Concrete Subgrade Compaction	50	LF	2.95	147.50
27	Move-In Cost for Jobs (<\$200)	2	EA	250.00	500.00
<b>TOTAL BID</b>					<b>\$ 46,570.00</b>

ARTICLE V - By my signature hereunder, **as** Contractor, I certify **that** I am aware of **the** provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance **with** the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto **that**, should there be any conflict between the **terms** of this instrument and the Bid Proposal of **the** Contractor, then this instrument shall control and nothing herein shall be considered **as** an acceptance of the said terms of **said** proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to **establish** lines and grades for the work as specified under the Special Provisions. **All** labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work **as** outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract as directed by the City during the 2009/2010 fiscal year,

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

Jeff Case Co.

By:

Blair King  
City Manager

By: Jeff Case  
Owner  
Title

Date:

7-01-09.

Attest:

Randi Johl  
City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2010-92

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
ONE-YEAR EXTENSION OF 2009/10 ANNUAL CURB, GUTTER,  
AND SIDEWALK REPLACEMENT CONTRACT WITH JEFF  
CASE CONSTRUCTION COMPANY FOR FISCAL YEAR 2010/11

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WHEREAS, the Annual Curb, Gutter, and Sidewalk Replacement Contract is for replacement of existing damaged sidewalk locations as guided by the sidewalk replacement program and sidewalk inventory; and

WHEREAS, Jeff Case Construction Company, of Galt, California, is the company currently under contract; and

WHEREAS, Section 6-04.03 of the contract allows that "by mutual agreement, the City and Contractor may enter into an agreement for an annual extension of this contract based upon the same terms and conditions set forth herein"; and

WHEREAS, Jeff Case Construction Company has agreed to honor the prices from the 2009/10 contract with no increase for the 2010/11 fiscal year and has provided excellent service and a very good product during the existing contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a one-year extension of the 2009/10 Annual Curb, Gutter, and Sidewalk Replacement Contract with Jeff Case Construction Company, of Galt, California, in the amount of \$46,570.

Dated: June 16, 2010

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I hereby certify that Resolution No. 2010-92 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 16, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mayor Katzakian

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk